

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Fredrick William Vonderhaar,)	
)	Case No. 23-1102-EL-CSS
Complainant,)	
)	
v.)	
)	
Duke Energy Ohio, Inc.,)	
)	
Respondent.)	
)	
)	

**DUKE ENERGY OHIO INC.’S
RESPONSE TO COMPLAINANT’S
APRIL 25, 2024, CORRESPONDENCE ALLEGING VIOLATION OF STAY**

I. INTRODUCTION

Mr. Vonderhaar (Complainant) made the first of multiple complaint filings in this case against Duke Energy Ohio, Inc. (Duke Energy Ohio or the Company) on November 30, 2023. Among other things, the Complaint expressed opposition to the removal of certain vegetation identified by the Company on Complainant’s properties. On December 5, 2023, Complainant “requested that Duke be directed not to conduct the vegetation clearing while his complaint was before the Commission.”¹ On December 6, 2023, the Attorney Examiner issued an Entry, “plac[ing] a stay on Duke’s vegetation management activity on the property relevant to the complaint,” but permitting pruning within certain limited guidelines.² The Entry further required that “Duke must provide 72 hours’ notice via email to Complainant before any pruning occurs,”

¹ Entry, p. 2 (December 6, 2023).

² *Id.*

and “instruct its tree-trimming personnel and representatives performing vegetation management work permitted by the terms of this stay to attempt personal, same-day notice of the work before it is performed.”³

On April 25, 2024, Mr. Vonderhaar filed a “Correspondence,” stating Duke Energy Ohio violated the stay due to the fact that “two Duke individuals were noticed by Mr. Vonderhaar on his property located at 9594 Snider [R]oad.”⁴ The Company responds herein that there was *no* violation of the stay because no vegetation pruning, removal, or other physical work was being performed or attempted to be performed.

II. DISCUSSION

Mr. Vonderhaar appears to believe that the mere *presence* of Company personnel within the easement constitutes a *per se* violation of the stay. This is incorrect. The stay limits pruning and removal activity, but does not encompass and was not intended to encompass mere inspection.

The stay was issued to preserve material aspects of the physical status quo, and not to obstruct or otherwise constrain mere inspection. The stay was issued in response to Mr. Vonderhaar’s request “that Duke be directed not to conduct the vegetation clearing,” and limited the Company’s ability to prune or remove vegetation during the pendency of this case.⁵ In order to perform the limited pruning permitted by the stay, the Entry required 72 hours’ notice via email “before any pruning occurs,” and an attempt at per personal, same-day notice “of the work before it is performed.”⁶ The Commission cited precedent in support of its stay, where it summarized the purpose of a similar stay as intended “to preserve the complainants’ grievances,” while

³ *Id.*

⁴ Correspondence, p. 1 (April 25, 2024).

⁵ Entry, p. 2 (December 6, 2023).

⁶ *Id.*

maintaining safe and reliable service.⁷ Mr. Vonderhaar is incorrect to read the December 6, 2023, Entry as barring the Company entirely from its right-of-way.

The Company has the right to inspect its right-of-way on the Complainant's properties, which is consistent with the Company's valid easements for the property, so as to ensure reliability risks are timely identified during the pendency of this proceeding. And such inspection does not prejudice preservation of Complainant's grievances. Complainant's interpretation that the Company must provide 72 hours' email notice simply to *look* at its right-of-way—rather than “before any pruning” as the Entry states—is an unwarranted expansion of the December 6, 2023, Entry, and also would impose an unprecedented and unacceptable burden to the Company's management of safety and reliability. Although the Company believes the meaning of the December 6, 2023, Entry is already plain, the Company respectfully requests that Complainant's misunderstanding be corrected to prevent future obstruction.

III. CONCLUSION

For the reasons given above, it should be understood that the Company is and has been entirely in compliance with the December 6, 2023, Entry, and the Company respectfully requests that its ability to inspect the line be affirmed explicitly to prevent future unwarranted obstructions.

⁷ *Id.* (citing *In re Citizens Against Clear Cutting, et al. v. Duke Energy Ohio, Inc.*, Case No. 17-2344-EL-CSS, Entry (June 22, 2018)) (parenthetical).

Respectfully submitted,

/s/ Larisa M. Vaysman

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Willing to accept service via email

Attorneys for Respondent Duke Energy Ohio, Inc.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response to Complainant's April 25, 2024, Correspondence Alleging Violation of Stay, was served via regular US mail and electronic mail, this 26th day of April 2024, upon the following:

Fredrick William Vonderhaar
9617 Fox Run Drive
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The PUCO's e-filing system will electronically serve notice of the filing of this document on the parties who have electronically subscribed to this case.

/s/ Larisa M. Vaysman
Larisa M. Vaysman

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Case No(s). 23-1102-EL-CSS

Summary: Response Duke Energy Ohio, Inc.'s Response to Complainant's April 25, 2024 Correspondence Alleging Violation to Stay electronically filed by Mrs. Tammy M. Meyer on behalf of D'Ascenzo, Rocco and Duke Energy Ohio Inc. and Vaysman, Larisa and Akhbari, Elyse.